

REPORTS ANALYSIS REFERRAL  
TO  
OFFICE OF GENERAL COUNSEL

DATE: July 12, 1999

ANALYST: Tammy Pataluna

- I. COMMITTEE: Walt Roberts for Congress  
(C00334219)  
Chris Clark, Treasurer  
P.O. Box 3301  
McAlester, OK 74502
- II. RELEVANT STATUTE: 2 U.S.C. §441b(a)
- III. BACKGROUND:

Walt Roberts for Congress ("the Committee") has accepted a prohibited contribution. In response to a Request for Additional Information regarding the source of a loan reported as from the candidate, the Committee filed a 1998 Amended October Quarterly Report (dated November 17, 1998) disclosing the receipt of a \$50,000 loan from McAlester Industrial Credit Company, Inc. on September 1, 1998 (Attachment 2).

An RFAI was sent to the Committee on January 5, 1999 regarding the prohibited contribution (Attachment 3). The RFAI requested that the Committee review the contribution and if not completely or correctly reported to amend the original report. If the contribution was from a corporation, the Committee was instructed to refund the full amount to the donor and notify the Commission of such action. In addition, the RFAI noted the possibility of further Commission action concerning the acceptance of prohibited contributions.

On January 28, 1999, a Second Notice was sent for failure to respond (Attachment 4).

WALT ROBERTS FOR CONGRESS  
REPORTS ANALYSIS OGC REFERRAL  
PAGE 2

On March 3, 1999, a Reports Analysis Division analyst contacted the Committee (Attachment 5). A former volunteer for the Committee, Charlene<sup>1</sup>, stated the amendments would be sent by Federal Express that day.

On March 5, 1999, the Committee filed a 1998 Amended October Quarterly Report, dated March 2, 1999 (Attachment 6). The amendment did not adequately address the issue. It indicated that the loan "was never made to the committee or to the campaign by the company," but that the candidate "made the loan personally and put up the security . . . ." It further stated that the loan was apparently not reported correctly.

The analyst contacted the Committee's legal representative, G. Michael Blessington, to determine whether the loan was from a permissible lending institution (Attachment 7). The analyst provided Mr. Blessington with the definition of a permissible source and referred him to the appropriate reference sites in the Code of Federal Regulations. The analyst also explained that without an adequate response, the matter would be referred to the Office of General Counsel for legal action. Mr. Blessington stated the information would be provided as soon as possible.

Mr. Blessington was contacted on March 11, 1999 by the analyst (Attachment 8). Due to illness, Mr. Blessington requested an extension. He stated he would obtain the needed information on Monday, March 15, 1999.

Mr. Blessington was contacted on March 16, 1999 by the analyst (Attachment 9). Mr. Blessington stated the loan was not from a permissible lending institution and would determine whether the loan had been paid off. Mr. Blessington stated the loan was from the candidate's "personal funds" because the candidate secured the loan. The definition of a personal funds loan was explained by the analyst. Mr. Blessington asked what the Committee should do if the loan had not been paid off. The analyst informed him that because the loan is considered a prohibited contribution, the balance of the loan must be repaid, possibly by obtaining

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<sup>1</sup> She declined to give her last name.

WALT ROBERTS FOR CONGRESS  
REPORTS ANALYSIS OGC REFERRAL  
PAGE 3

a loan from a permissible lending institution. Mr. Blessington stated he would contact the candidate and would inform the analyst of his findings on March 19, 1999.

Mr. Blessington was contacted on March 19, 1999 by the analyst (Attachment 10). He stated the loan was not paid, and the Committee was in the process of obtaining a loan from a permissible lending institution. Mr. Blessington also stated the bank loan may take a little time because the collateral would probably need to be appraised.

Mr. Blessington was contacted on June 16, 1999 by the analyst (Attachment 11). He was unavailable, so the analyst left a message for him to return the call.

Mr. Blessington contacted the analyst on June 18, 1999, after leaving a voice mail message for the analyst on June 17, 1999. He stated that the prohibited loan had been repaid by obtaining a new bank loan. He claimed that he sent this information to the FEC soon after his conversation with the analyst on March 19, 1999. When the analyst asked if he had copies of this information, Mr. Blessington stated he would check and call the analyst back (Attachment 12).

Mr. Blessington contacted the analyst a second time on June 18, 1999. He verified that he mailed the amended loan information to the FEC on March 31, 1999, adding that he did not have the complete address for the FEC and mailed the documents to "FEC, Washington, DC, 20463." The analyst provided him with the full address of the FEC and Mr. Blessington stated that he would re-mail the loan documents that day (Attachment 13).

On June 22, 1999, the Committee filed a 1998 Amended October Quarterly Report which indicates that the prohibited loan was repaid on March 30, 1999 (Attachment 14).

1997-1998

Page 1 of 2

## CANDIDATE INDEX OF SUPPORTING DOCUMENTS - (E)

PAGE 1

CANDIDATE/COMMITTEE/DOCUMENT	RECEIPTS		DISBURSEMENTS		# OF PAGES TYPE OF FILER	IMAGE LOCATION
	OFFICE SOUGHT/ PARTY	PRIMARY GENERAL	PRIMARY GENERAL	COVERAGE DATES		
ROBERTS, WALTER LEHN	HOUSE 03 DEMOCRATIC PARTY		OKLAHOMA	1998 ELECTION	ID# H80K03013	
1. STATEMENT OF CANDIDATE						
1998 STATEMENT OF CANDIDATE				12FEB98	2	98FEC/282/3620
2. PRINCIPAL CAMPAIGN COMMITTEE						
WALT ROBERTS FOR CONGRESS				ID #C00334219	HOUSE	
1998 STATEMENT OF ORGANIZATION				2MAR98	2	98FEC/285/2649
48 HOUR CONTRIBUTION NOTICE				24AUG98	3	98FEC/348/1578
48 HOUR CONTRIBUTION NOTICE				31AUG98	3	98FEC/350/1583
48 HOUR CONTRIBUTION NOTICE				1SEP98	2	98FEC/350/2645
48 HOUR CONTRIBUTION NOTICE				3SEP98	3	98FEC/351/1867
48 HOUR CONTRIBUTION NOTICE				4SEP98	5	98FEC/351/4643
48 HOUR CONTRIBUTION NOTICE				10SEP98	4	98FEC/352/4588
48 HOUR CONTRIBUTION NOTICE				14SEP98	2	98FEC/353/0912
48 HOUR CONTRIBUTION NOTICE				15SEP98	2	98FEC/353/3594
48 HOUR CONTRIBUTION NOTICE				17OCT98	3	98FEC/368/2976
48 HOUR CONTRIBUTION NOTICE				18OCT98	2	98FEC/371/3418
48 HOUR CONTRIBUTION NOTICE				19OCT98	2	98FEC/375/0429
48 HOUR CONTRIBUTION NOTICE				19OCT98	2	98FEC/375/0602
48 HOUR CONTRIBUTION NOTICE				19OCT98	4	98FEC/375/0613
48 HOUR CONTRIBUTION NOTICE				21OCT98	2	98FEC/380/0251
48 HOUR CONTRIBUTION NOTICE				22OCT98	3	98FEC/382/3077
48 HOUR CONTRIBUTION NOTICE				23OCT98	3	98FEC/385/4743
48 HOUR CONTRIBUTION NOTICE				26OCT98	5	98FEC/388/0031
48 HOUR CONTRIBUTION NOTICE				27OCT98	4	98FEC/388/0969
48 HOUR CONTRIBUTION NOTICE				30OCT98	2	98FEC/389/3626
48 HOUR CONTRIBUTION NOTICE				31OCT98	3	98FEC/389/4562
48 HOUR CONTRIBUTION NOTICE				2NOV98	2	98FEC/390/2671
48 HOUR CONTRIBUTION NOTICE				5NOV98	2	98FEC/391/0003
APRIL QUARTERLY		142,479		13,236	12FEB98 - 31MAR98	25 98FEC/299/4727
APRIL QUARTERLY - AMENDMENT		-		-	12FEB98 - 31MAR98	5 98FEC/305/1316
APRIL QUARTERLY - AMENDMENT		141,979		13,378	1JAN98 - 31MAR98	27 98FEC/358/0726
APRIL QUARTERLY - AMENDMENT		141,979		13,236	1JAN98 - 31MAR98	28 98FEC/392/4199
1'ST LETTER INFORMATIONAL NOTICE					12FEB98 - 31MAR98	2 98FEC/323/2942
REQUEST FOR ADDITIONAL INFORMATION					1JAN98 - 31MAR98	2 98FEC/388/2594
REQUEST FOR ADDITIONAL INFORMATION 2ND					1JAN98 - 31MAR98	2 98FEC/392/4921
JULY QUARTERLY		81,635		99,919	1APR98 - 30JUN98	27 98FEC/331/4028
JULY QUARTERLY - AMENDMENT		81,585		99,947	1APR98 - 30JUN98	30 98FEC/358/0753
1'ST LETTER INFORMATIONAL NOTICE					1APR98 - 30JUN98	5 98FEC/348/1447
PRE-PRIMARY		95,225		87,608	1JUL98 - 5AUG98	15 98FEC/344/1430
PRE-PRIMARY - AMENDMENT		95,225		87,608	1JUL98 - 5AUG98	4 98FEC/353/0226

2000-09-15 12:34

FEDERAL ELECTION COMMISSION  
1997-1998  
CANDIDATE INDEX OF SUPPORTING DOCUMENTS - (E)

ATTACHMENT 1  
Page 2 of 2

DATE 7/09/1999  
PAGE 2

CANDIDATE/COMMITTEE/DOCUMENT	OFFICE SOUGHT/ PARTY	RECEIPTS		DISBURSEMENTS		COVERAGE DATES	# OF PAGES	IMAGE LOCATION TYPE OF FILER
		PRIMARY	GENERAL	PRIMARY	GENERAL			
PRE-PRIMARY	- AMENDMENT	95,225		87,688		1JUL98 - 5AUG98	15	98FEC/353/0230
PRE-PRIMARY	- AMENDMENT	97,400		87,446		1JUL98 - 5AUG98	16	98FEC/358/0783
PRE-PRIMARY	- AMENDMENT	97,400		87,446		1JUL98 - 5AUG98	18	98FEC/392/4181
REQUEST FOR ADDITIONAL INFORMATION						1JUL98 - 5AUG98	2	98FEC/388/2592
REQUEST FOR ADDITIONAL INFORMATION 2ND						1JUL98 - 5AUG98	2	98FEC/392/4923
NOTICE OF FAILURE TO FILE						6AUG98 - 26AUG98	2	98FEC/353/1993
PRE-RUN-OFF		59,677		206,392		6AUG98 - 26AUG98	21	98FEC/351/4716
PRE-RUN-OFF	- AMENDMENT	59,677		206,392		6AUG98 - 26AUG98	20	98FEC/353/0245
PRE-RUN-OFF	- AMENDMENT	73,310		193,722		6AUG98 - 26AUG98	24	98FEC/358/0799
PRE-RUN-OFF	- AMENDMENT	73,310		193,722		6AUG98 - 26AUG98	25	98FEC/392/4156
REQUEST FOR ADDITIONAL INFORMATION						6AUG98 - 26AUG98	3	98FEC/357/0584
REQUEST FOR ADDITIONAL INFORMATION						6AUG98 - 26AUG98	5	98FEC/388/2587
REQUEST FOR ADDITIONAL INFORMATION 2ND						6AUG98 - 26AUG98	6	98FEC/392/4925
OCTOBER QUARTERLY			140,926		140,714	27AUG98 - 30SEP98	30	98F99/002/6184
OCTOBER QUARTERLY	- AMENDMENT		140,926		140,714	27AUG98 - 30SEP98	52	98FEC/392/4058
OCTOBER QUARTERLY	- AMENDMENT		140,926		140,714	27AUG98 - 30SEP98	29	99FEC/436/3798
OCTOBER QUARTERLY	- AMENDMENT					27AUG98 - 30SEP98	6	99FEC/453/2828
REQUEST FOR ADDITIONAL INFORMATION						27AUG98 - 30SEP98	14	98FEC/390/3747
REQUEST FOR ADDITIONAL INFORMATION						27AUG98 - 30SEP98	4	99FEC/414/4181
REQUEST FOR ADDITIONAL INFORMATION 2ND						27AUG98 - 30SEP98	5	99FEC/425/4063
PRE-GENERAL			80,955		80,947	10CT98 - 14OCT98	21	98F99/002/0098
POST-GENERAL			216,912		175,886	15OCT98 - 23NOV98	47	98F99/003/0695
POST-GENERAL	- AMENDMENT		216,762		205,886	15OCT98 - 23NOV98	7	99FEC/438/4787
POST-GENERAL	- AMENDMENT					15OCT98 - 23NOV98	2	99FEC/436/0976
REQUEST FOR ADDITIONAL INFORMATION						15OCT98 - 23NOV98	22	99FEC/416/2339
REQUEST FOR ADDITIONAL INFORMATION 2ND						15OCT98 - 23NOV98	23	99FEC/430/3105
YEAR-END	- AMENDMENT		5,393		16,487	24NOV98 - 31DEC98	1	99FEC/436/3875
YEAR-END			1,399		16,487	24NOV98 - 31DEC98	8	99F99/001/1940
TOTAL		394,274	445,435	394,351	460,521		739	TOTAL PAGES
3. AUTHORIZED COMMITTEES								
4. JOINT FUNDRAISING COMMITTEES AUTHORIZED BY THE CAMPAIGN								

All reports have been reviewed.

Ending cash-on-hand as of 12/31/98: \$30.75

Outstanding debts/loans owed by the committee as of 12/31/98: \$144,500

Outstanding debts/loans owed to the committee as of 12/31/98: \$0



# Walt Roberts

★ DEMOCRAT ★ U.S. CONGRESS ★

RECEIVED  
FEDERAL ELECTION  
COMMISSION MAIL ROOM

NOV 20 11 47 AM '98

November 17, 1998

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Ms. Wendy A. Baker  
Reports Analyst  
Federal Election Commission  
999 E Street, NW  
Washington, DC 20463

Re: October Quarterly Report (08/27/98- 09/30/98)

Dear Ms. Baker:

This correspondence is in response to your letter dated November 3, 1998, concerning the above referenced report. In your letter, you outlined areas of concern that needed to be addressed. Those items included:

1. The origin of loans from the candidate.
2. Discrepancies regarding contributions listed in Schedule A.
3. A 48-hour report filed on August 29, 1998, regarding a contribution from Glenn Floyd.

Attached you will find an amended report covering the dates in question addressing the requirements you specified. Schedule A has been fully amended to reflect the desired changes regarding contributor information. On page 16, you will note that the \$10,000.00 loan was from Walt Roberts' personal funds while the \$50,000.00 loan was obtained from the McAlester Industrial Credit Company, Inc. I have included copies of the loan documents from the McAlester Industrial Credit Company, Inc., for your convenience. In addition, Glenn Floyd's contribution was duly reported in our report covering the period of August 6, 1998, through August 26, 1998. The 48-hour report for this contribution was inadvertently filed on August 29, 1998, after the Quarterly Report in question was filed.

P.O. Box 3301 • McALESTER, OK 74502 • 918.423.WALT (9258)

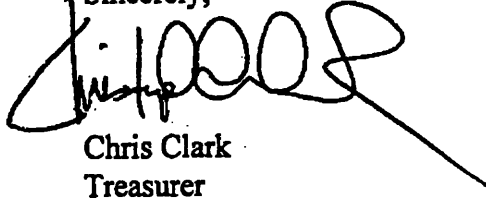
PAID FOR BY WALT ROBERTS FOR CONGRESS COMMITTEE • CHRIS CLARK, TREASURER



Wendy A. Baker  
November 17, 1998  
Page 2

I hope that this information will alleviate any problems regarding this campaign. If you have any further questions, comments, or inquiries, please do not hesitate to contact me. Thanks for your cooperation.

Sincerely,



Chris Clark  
Treasurer

CC:blh

Enclosure

2000-00-00 00:00:00

## ITEMIZED RECEIPTS

Use see page 3.  
for each category of the  
Detailed Summary Page

**FOR LINE NUMBER**  
**13A**

**NAME OF COMMITTEE (in Full)**  
**Walt Roberts for Congress**

<b>Full Name, Mailing Address, and ZIP Code</b> Mr. Walt Roberts PO Box 3301  McAlester OK 74502		<b>Name of Employer</b> Self	<b>Date (month, day, year)</b> 09/22/1998	<b>Amount of Each Receipt this Period</b> 10000.00  <b>Personal Funds</b>
<b>Receipt For:</b> <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) : Runoff		<b>Occupation</b> Rancher/Auctioneer		
<b>Aggregate Year-to-Date</b> > \$ 144500.00				
<b>Full Name, Mailing Address, and ZIP Code</b> Mr. Walt Roberts PO Box 3301  McAlester OK 74502		<b>Name of Employer</b> Self	<b>Date (month, day, year)</b> 09/01/1998	<b>Amount of Each Receipt this Period</b> 50000.00  <b>Bank Note</b>
<b>Receipt For:</b> <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) : Runoff		<b>Occupation</b> Rancher/Auctioneer		
<b>Aggregate Year-to-Date</b> > \$ 144500.00				

**SUBTOTALS of Receipts This Page (Optional)** .....

**TOTALS This Period (last page this line number only) .....**

**60000.00**



**SCHEDULE C****LOANS**

Attachment 2

28 / 30

page 4 of 9

(Revised 3/80)

Use separate line  
for each numbered lineFOR LINE NUMBER  
10**NAME OF COMMITTEE (in Full)**  
**Walt Roberts for Congress**

Full Name, Mailing Address, and ZIP Code of Loan Source Mr. Walt Roberts PO Box 3301  McAlester OK 74502 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Runoff	Original Amount of Loan  17000.00 REF-ID: 1100	Cumulative Payment to Date  0.00	Balance Outstanding at Close of This Period  17000.00
TERMS: Date incurred: 08/17/1998 Date Due: 12-31-98 Interest Rate(%) = 0 <input type="checkbox"/> Secured			
Full Name, Mailing Address, and ZIP Code of Loan Source Mr. Walt Roberts PO Box 3301  McAlester OK 74502 Election: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Original Amount of Loan  67500.00 REF-ID: 1176	Cumulative Payment to Date  0.00	Balance Outstanding at Close of This Period  67500.00
TERMS: Date incurred: 08/05/1998 Date Due: 12-31-98 Interest Rate(%) = 0 <input type="checkbox"/> Secured			
Full Name, Mailing Address, and ZIP Code of Loan Source Mr. Walt Roberts PO Box 3301  McAlester OK 74502 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Runoff	Original Amount of Loan  10000.00 REF-ID: 1685	Cumulative Payment to Date  0.00	Balance Outstanding at Close of This Period  10000.00
TERMS: Date incurred: 09/22/1998 Date Due: 12-31-98 Interest Rate(%) = 0 <input type="checkbox"/> Secured			
Full Name, Mailing Address, and ZIP Code of Loan Source Mr. Walt Roberts PO Box 3301  McAlester OK 74502 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Runoff	Original Amount of Loan  50000.00 REF-ID: 1664	Cumulative Payment to Date  0.00	Balance Outstanding at Close of This Period  50000.00
TERMS: Date incurred: 09/01/1998 Date Due: 8-31-99 Interest Rate(%) = 0 <input type="checkbox"/> Secured			

**SUBTOTALS** This Period This Page (Optional) .....**TOTALS** This Period (last page this line number only) .....**144500.00**

Carry outstanding balance only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary

**SCHEDULE C-1**  
**Federal Election Commission**  
**Washington, D.C. 20463**

Attachment 2  
 page 5 of 9  
 Supplementary found on Page \_\_\_ of Schedule C

**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

NAME OF COMMITTEE (IN FULL) <b>Walt Roberts for Congress</b>		FEC IDENTIFICATION NUMBER <b>C00334219</b>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <b>McAlester Industrial Credit Co., Inc 515 E Choctaw McAlester, OK 74501</b>		AMOUNT OF LOAN <b>50,000.00</b>	INTEREST RATE (APR) <b>11</b>
		DATE INCURRED OR ESTABLISHED <b>9-1-98</b>	DATE DUE <b>8-31-99</b>
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: _____; total outstanding balance: _____			
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <u>Lots 1 &amp; 6 &amp; East 49 feet of Lots 2 &amp; 5, Block 7, City of McAlester, Now Designated as North McAlester, Pittsburg County, Oklahoma</u> What is the value of this collateral? <u>\$50,000 mwh</u>			
Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____ What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: <u>NA</u> Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.			
G. COMMITTEE TREASURER TYPED NAME _____		DATE <u>11/11/98</u> SIGNATURE <u>[Signature]</u>	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE TYPED NAME _____		DATE <u>11/13/98</u> TITLE <u>President</u> SIGNATURE <u>[Signature]</u>	

15503

2nd Mortgage 023596  
Real Estate Mortgage

Attachment 2  
page 6 of 9  
This Space Reserved

KNOW ALL MEN BY THESE PRESENTS: That  
Walt Roberts

of McAlester  
Mortgagor, whether one or more, hereby mortgages to  
Latimer County Industrial Credit Co. d/b/a  
McAlester Industrial Credit Co., Inc.

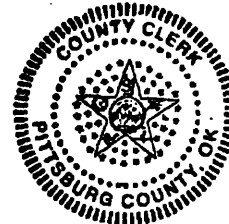
STATE OF OKLAHOMA  
PITTSBURG COUNTY  
FILED OR RECORDED

1998 SEP 11 P 4:05

DEBBIE BURCH  
COUNTY CLERK

hereinafter called Mortgagee, whether one or more, the following described  
real property, to-wit:

Lots 1 and 6 and East 49 feet of Lots 2 and 5,  
Block 7, City of McAlester, now designated as  
North McAlester, Pittsburg County, Oklahoma.



ENCLOSUREMENTS  
I hereby certify that I received \$ 70.00  
and issued receipt # 19120 therefore in  
payment of Mortgage Tax on the within  
page, this 19 day of Sept 19 98  
JENNIE MAE GRIFT, Pittsburg City, Texas.  
By 8 Deputy

\$50,000.00 - One Year

with all the improvements thereon and appurtenances thereunto belonging and warrant the title to the same and to be  
free of all encumbrances, except to Mortgagee.

This mortgage is given to secure the payment of a debt in the sum of \$..... with interest  
thereon evidenced by a note or notes of even date herewith signed by Mortgagor and payable to Mortgagee, as provided  
therein, also to secure additional loans and advances not to exceed \$ 50,000.00

The Mortgagor agrees to maintain insurance on the buildings on said land acceptable to and for the benefit of  
Mortgagee in an amount not less than the amount due Mortgagee, pay all taxes and assessments upon said property before  
they become delinquent, keep the property free of liens and claims which might become a lien prior to this mortgage and  
keep the buildings and improvements on said land up in a good state of repair and in the event of the failure of  
Mortgagor so to do the Mortgagee shall have the option to secure the performance of said agreement of Mortgagor and the  
amount expended therefor with 10% interest from date paid shall be charged against Mortgagor in favor of Mortgagee  
and secured by this mortgage and,

In event Mortgagor fails to pay any part of interest or principal of said debt when due or makes default in any part  
of said agreement, the holder of this mortgage may elect to determine the whole debt due and proceed to collect the debt  
and to foreclose this mortgage as provided by law and as often as any proceedings are taken to collect said debt or to fore-  
close this mortgage the Mortgagor agrees to pay Mortgagee a reasonable attorney's fee, not less than ten percent of the  
amount due and all costs and expenses of collection, whether or not suit is begun, which shall be a further debt secured  
hereby and upon the payment of all sums secured by this mortgage the lien hereof shall cease and Mortgagor entitled to a  
release of this mortgage.

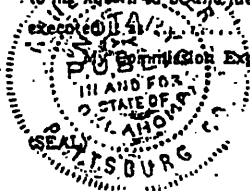
The Mortgagor, in event of a foreclosure hereof, waives or not waives appraisalment of said property, at the option  
of Mortgagee, to be declared when the petition to foreclose is filed.

Signed and delivered this.....1st.....day of.....September.....1998.

*[Signature]*

STATE OF OKLAHOMA, Pittsburg County, as:

I, the undersigned Notary Public in and for the State of Oklahoma hereby certify that on the.....3rd.....day  
of.....September.....1998....., personally appeared before me.....  
to me known to be the identical person, who executed the foregoing mortgage and acknowledged to me that.....  
executed it..... free and voluntary act and deed for the uses and purposes set forth therein.  
My Notary Public Commission Expires:.....6/29/99.....



*[Signature]*  
NOTARY PUBLIC

00009732223

VER(S) NAME AND ADDRESS alt Roberts calester, Oklahoma	NOTE NUMBER 98-101	DATE OF NOTE 9-1-98	MATURITY DATE 99	PRINCIPAL AMOUNT 50,000.00
CUSTOMER NUMBER		<input checked="" type="checkbox"/> NEW LOAN <input type="checkbox"/> RENEWAL OF LOAN(S) NUMBER:		Attachment 2 page 7 of 9
<input type="checkbox"/> FIXED INTEREST RATE PER ANNUM 11		<input type="checkbox"/> VARIABLE INTEREST RATE INDEX N/a PRESENT INDEX N/A MONTH PERIOD		
MINIMUM ANNUAL PERCENTAGE RATE		MAXIMUM PER ANNUM INTEREST RATE CHANGE IN ANY		SOCIAL SECURITY NUMBER:
MAXIMUM ANNUAL PERCENTAGE RATE		MONTH PERIOD		
PURPOSE OF LOAN Mortgage - Real Estate				

One year rate payable in two installments (1) \$25,000.00, plus interest \$2,750.00 on March 31, 1999; (2) \$25,000.00, plus interest \$1,375.00 on August 31, 1999.

**SE TO PAY.** For value received, the undersigned Borrower, whether one or more, and jointly and severally if more than one, agrees to the terms of this Note and promises to pay to the Lender named below at its place of business as indicated in this Note or such other place as may be designated in writing by Lender, the Principal Amount of this Note and any and unpaid Finance Charges, together with interest on unpaid Principal Amount until Maturity at the per annum interest rate(s) stated above and according to the payment terms stated in this Note. Interest on this Note is calculated on the actual number of days elapsed on the basis of a 365-day year. All prepaid Finance Charges are earned when imposed and are not subject to prepayments of Note. For purposes of computing interest and determining the date principal and interest payments are received, all payments will be deemed made only when \$ is collected funds. Payments are applied first to accrued and unpaid interest and other charges, and then to payment of the unpaid principal balance. In this Note, "Borrower" includes any party liable under this Note, including endorser, co-makers, guarantors and otherwise, and "Lender" includes all subsequent holders.

**BLE RATE.** If this is a Variable Rate transaction as indicated above, the interest rate (Annual Percentage Rate - APR) shall vary from time to time with changes (whether increases or decreases) in the Index Rate shown above. The APR on this Note will be the Index Rate plus a Margin, if any, as indicated above. Each change will become effective on the same date the Rate changes unless a different effective date is indicated above. If the Index Rate is Lender's base or prime rate, it is determined by Lender in its sole discretion, primarily on a basis of funds, is not necessarily the lowest rate Lender is charging its customers, and is not necessarily a published rate. In no event shall the APR be below the Minimum Rate or above the Maximum Rate shown above or change in any monthly period more than shown above. Except as otherwise stated above, no restrictions exist on changes in the Index or interest rate. The APR shall not exceed the maximum rate allowed by law or the rate set forth above, whichever is less, either before or after Maturity.

**ARTIES PRINCIPALS.** All Borrowers shall each be regarded as a principal and each Borrower agrees that any party to this Note, with Lender's approval and without notice to any party, may from time to time renew this Note or consent to one or more extensions or deferrals of the Maturity Date for any term(s) or to any other modification(s), and all Borrowers shall be liable in same manner as on the original note.


**AYMENT.** Borrower shall have the right to prepay all or any part of Principal Amount due under this Note at any time without penalty, subject to the following conditions: (a) all prepayment must be paid through the date of any prepayment; and (b) if this Note provides for monthly or other periodic payments, there will be no changes in the due dates or amounts following initial prepayment unless Lender agrees to such changes in writing.

**ATERAL.** This Note is secured by real property and the debt evidenced by this Note and all other obligations of Borrower to Lender, including renewals and extensions, are secured by interest securing this Note and by all other security interests and mortgages previously or later granted to Lender as more specifically described in security agreements, mortgages and other security documentation, and by all money, deposits and other property owned by any Borrower and in Lender's possession or control, except when the acquisition of a security interest would violate any law or right of restriction, in which case the security interest is waived to that extent.

**ILARATION.** At option of Lender, the unpaid balance of this Note and all other obligations of Borrower to Lender, whether direct or indirect, absolute or contingent, now existing or arising, shall become immediately due and payable without notice or demand, upon or after the occurrence or existence of any of the following events or conditions: (a) any payment due by this Note or by any other note or obligation of Borrower to Lender or to others is not made when due, or any event or condition occurs or exists which results in acceleration of the due date of any Borrower's obligation to Lender or to others under any promissory note, agreement or undertaking; (b) Borrower defaults in performing any covenant, obligation, warranty or representation contained in any loan agreement or in any instrument or document securing or relating to this Note or any other note or obligation of Borrower to Lender or to others; (c) any statement, representation, financial information or statement made or furnished to Lender by or on behalf of Borrower proves to have been false in any material respect when made or furnished; (d) any levy, seizure, garnishment or attachment is made against any asset of any Borrower; (e) Lender determines, at any time and in Lender's sole discretion, that the prospect of payment of this Note is impaired; (f) whenever, in Lender's sole judgment, the collateral for the debt evidenced by this Note becomes unsatisfactory or insufficient either in character or value and, upon demand, Borrower fails to provide additional collateral as required by Lender; (g) all or any part of the collateral for the debt evidenced by this Note is lost, stolen, substantially damaged or destroyed; (h) any Borrower dies or becomes incompetent; or (i) a receiver is appointed over all or part of any Borrower's property, or any Borrower makes an assignment for the benefit of creditors, files for relief under any bankruptcy or insolvency laws, or becomes subject to an involuntary proceeding under such laws.

**IT OF OFFSET.** Except as otherwise restricted by law, any indebtedness due from Lender to Borrower, including, without limitation, any deposits or credit balances due from Lender, is hereby assigned to Lender to secure payment of this Note and any other obligation to Lender of Borrower, and may at any time while the whole or any part of such obligation(s) remain(s) unpaid, either before or after Maturity of this Note, be set off, appropriated, held or applied toward the payment of this Note or any other obligation to Lender by any Borrower.

**DITIONAL PROVISIONS.** (1) No waiver by Lender of any payment or other right under this Note or any related agreement or documentation shall operate as a waiver of any other payment or right. All Borrowers waive presentment, notice of acceleration, notice of dishonor and protest and consent to substitutions, releases and failure to perfect as to collateral and to loans or releases of any Borrower. (2) This Note and the obligations evidenced by it are to be construed and governed by the laws of the state indicated in Lender's address shown in this Note. (3) All Borrowers agree to pay costs of collection, including, as allowed by law, an attorney's fee equal to a minimum of 15% of all sums due upon default or such other maximum fee as may be allowed by law. (4) All parties signing below acknowledge receiving a completed copy of this Note and related documents, which contain the complete and entire agreement between Lender and the parties liable for payment under this Note. No variation, condition, modification, change or amendment to this Note or related documents shall be binding unless in writing and signed by all parties. No legal relationship is created by the execution of this Note and related documents except that of debtor and creditor or as stated in writing.

LENDER NAME AND ADDRESS Walt Roberts McAlester, Oklahoma (Mtg. - 2nd)	DEBTOR(S) SIGNATURE(S) 
--	--

98033924107

ISSUED FOR	AMT.
Recorded Instruments	8.00
Lien Search	
Photographic Copies	
Certificates and Seals	
Assignment Tax Certs.	
Recording Plat	
License Registrations	
Appraising Bond	
Total Fees	
Non Official Items	
Mortgage Tax	
Revenue Stamp	
Total	8.00

OFFICE OF COUNTY CLERK N<sup>o</sup> 155013  
PITTSBURG COUNTY

MCALISTER, OKLAHOMA 9-11-1998

RECEIVED OF William Industrial Unit 8 DOLLAR: Eight

FOR FEES ON ITEMS AS SHOWN IN MARGIN MEMOR

CASH \$ 1095 DEBBIE LENOX BURCH, COUNTY CLERK

CHECK \_\_\_\_\_

POSTAL M. O. \_\_\_\_\_

BANK EXCHANGE \_\_\_\_\_

TOTAL 8.00 DEPUTY

SEE 6-17000A, 1700B, 1700C, 1700D, 1700E, 1700F, 1700G, 1700H, 1700I, 1700J, 1700K, 1700L, 1700M, 1700N, 1700O, 1700P, 1700Q, 1700R, 1700S, 1700T, 1700U, 1700V, 1700W, 1700X, 1700Y, 1700Z, 1700AA, 1700AB, 1700AC, 1700AD, 1700AE, 1700AF, 1700AG, 1700AH, 1700AI, 1700AJ, 1700AK, 1700AL, 1700AM, 1700AN, 1700AO, 1700AP, 1700AQ, 1700AR, 1700AS, 1700AT, 1700AU, 1700AV, 1700AW, 1700AX, 1700AY, 1700AZ, 1700BA, 1700BB, 1700BC, 1700BD, 1700BE, 1700BF, 1700BG, 1700BH, 1700BI, 1700BJ, 1700BK, 1700BL, 1700BM, 1700BN, 1700BO, 1700BP, 1700BQ, 1700BR, 1700BS, 1700BT, 1700BU, 1700BV, 1700BW, 1700BX, 1700BY, 1700BZ, 1700CA, 1700CB, 1700CC, 1700CD, 1700CE, 1700CF, 1700CG, 1700CH, 1700CI, 1700CJ, 1700CK, 1700CL, 1700CM, 1700CN, 1700CO, 1700CP, 1700CQ, 1700CR, 1700CS, 1700CT, 1700CU, 1700CV, 1700CW, 1700CX, 1700CY, 1700CZ, 1700DA, 1700DB, 1700DC, 1700DD, 1700DE, 1700DF, 1700DG, 1700DH, 1700DI, 1700DJ, 1700DK, 1700DL, 1700DM, 1700DN, 1700DO, 1700DP, 1700DQ, 1700DR, 1700DS, 1700DT, 1700DU, 1700DV, 1700DW, 1700DX, 1700DY, 1700DZ, 1700EA, 1700EB, 1700EC, 1700ED, 1700EE, 1700EF, 1700EG, 1700EH, 1700EI, 1700EJ, 1700EK, 1700EL, 1700EM, 1700EN, 1700EO, 1700EP, 1700EQ, 1700ER, 1700ES, 1700ET, 1700EU, 1700EV, 1700EW, 1700EX, 1700EY, 1700EZ, 1700FA, 1700FB, 1700FC, 1700FD, 1700FE, 1700FF, 1700FG, 1700FH, 1700FI, 1700FJ, 1700FK, 1700FL, 1700FM, 1700FN, 1700FO, 1700FP, 1700FQ, 1700FR, 1700FS, 1700FT, 1700FU, 1700FV, 1700FW, 1700FX, 1700FY, 1700FZ, 1700GA, 1700GB, 1700GC, 1700GD, 1700GE, 1700GF, 1700GG, 1700GH, 1700GI, 1700GJ, 1700GK, 1700GL, 1700GM, 1700GN, 1700GO, 1700GP, 1700GQ, 1700GR, 1700GS, 1700GT, 1700GU, 1700GV, 1700GW, 1700GX, 1700GY, 1700GZ, 1700HA, 1700HB, 1700HC, 1700HD, 1700HE, 1700HF, 1700HG, 1700HH, 1700HI, 1700HJ, 1700HK, 1700HL, 1700HM, 1700HN, 1700HO, 1700HP, 1700HQ, 1700HR, 1700HS, 1700HT, 1700HU, 1700HV, 1700HW, 1700HX, 1700HY, 1700HZ, 1700IA, 1700IB, 1700IC, 1700ID, 1700IE, 1700IF, 1700IG, 1700IH, 1700II, 1700IJ, 1700IK, 1700IL, 1700IM, 1700IN, 1700IO, 1700IP, 1700IQ, 1700IR, 1700IS, 1700IT, 1700IU, 1700IV, 1700IW, 1700IX, 1700IY, 1700IZ, 1700JA, 1700JB, 1700JC, 1700JD, 1700JE, 1700JF, 1700JG, 1700JH, 1700JI, 1700JJ, 1700JK, 1700JL, 1700JM, 1700JN, 1700JO, 1700JP, 1700JQ, 1700JR, 1700JS, 1700JT, 1700JU, 1700JV, 1700JW, 1700JX, 1700JY, 1700JZ, 1700KA, 1700KB, 1700KC, 1700KD, 1700KE, 1700KF, 1700KG, 1700KH, 1700KI, 1700KJ, 1700KK, 1700KL, 1700KM, 1700KN, 1700KO, 1700KP, 1700KQ, 1700KR, 1700KS, 1700KT, 1700KU, 1700KV, 1700KW, 1700KX, 1700KY, 1700KZ, 1700LA, 1700LB, 1700LC, 1700LD, 1700LE, 1700LF, 1700LG, 1700LH, 1700LI, 1700LJ, 1700LK, 1700LL, 1700LM, 1700LN, 1700LO, 1700LP, 1700LQ, 1700LR, 1700LS, 1700LT, 1700LU, 1700LV, 1700LW, 1700LX, 1700LY, 1700LZ, 1700MA, 1700MB, 1700MC, 1700MD, 1700ME, 1700MF, 1700MG, 1700MH, 1700MI, 1700MJ, 1700MK, 1700ML, 1700MM, 1700MN, 1700MO, 1700MP, 1700MQ, 1700MR, 1700MS, 1700MT, 1700MU, 1700MV, 1700MW, 1700MX, 1700MY, 1700MZ, 1700NA, 1700NB, 1700NC, 1700ND, 1700NE, 1700NF, 1700NG, 1700NH, 1700NI, 1700NJ, 1700NK, 1700NL, 1700NM, 1700NN, 1700NO, 1700NP, 1700NQ, 1700NR, 1700NS, 1700NT, 1700NU, 1700NV, 1700NW, 1700NX, 1700NY, 1700NZ, 1700OA, 1700OB, 1700OC, 1700OD, 1700OE, 1700OF, 1700OG, 1700OH, 1700OI, 1700OJ, 1700OK, 1700OL, 1700OM, 1700ON, 1700OO, 1700OP, 1700OQ, 1700OR, 1700OS, 1700OT, 1700OU, 1700OV, 1700OW, 1700OX, 1700OY, 1700OZ, 1700PA, 1700PB, 1700PC, 1700PD, 1700PE, 1700PF, 1700PG, 1700PH, 1700PI, 1700PJ, 1700PK, 1700PL, 1700PM, 1700PN, 1700PO, 1700PP, 1700PQ, 1700PR, 1700PS, 1700PT, 1700PU, 1700PV, 1700PW, 1700PX, 1700PY, 1700PZ, 1700QA, 1700QB, 1700QC, 1700QD, 1700QE, 1700QF, 1700QG, 1700QH, 1700QI, 1700QJ, 1700QK, 1700QL, 1700QM, 1700QN, 1700QO, 1700QP, 1700QQ, 1700QR, 1700QS, 1700QT, 1700QU, 1700QV, 1700QW, 1700QX, 1700QY, 1700QZ, 1700RA, 1700RB, 1700RC, 1700RD, 1700RE, 1700RF, 1700RG, 1700RH, 1700RI, 1700RJ, 1700RK, 1700RL, 1700RM, 1700RN, 1700RO, 1700RP, 1700RQ, 1700RR, 1700RS, 1700RT, 1700RU, 1700RV, 1700RW, 1700RX, 1700RY, 1700RZ, 1700SA, 1700SB, 1700SC, 1700SD, 1700SE, 1700SF, 1700SG, 1700SH, 1700SI, 1700SJ, 1700SK, 1700SL, 1700SM, 1700SN, 1700SO, 1700SP, 1700SQ, 1700SR, 1700SS, 1700ST, 1700SU, 1700SV, 1700SW, 1700SX, 1700SY, 1700SZ, 1700TA, 1700TB, 1700TC, 1700TD, 1700TE, 1700TF, 1700TG, 1700TH, 1700TI, 1700TJ, 1700TK, 1700TL, 1700TM, 1700TN, 1700TO, 1700TP, 1700TQ, 1700TR, 1700TS, 1700TT, 1700TU, 1700TV, 1700TW, 1700TX, 1700TY, 1700TZ, 1700UA, 1700UB, 1700UC, 1700UD, 1700UE, 1700UF, 1700UG, 1700UH, 1700UI, 1700UJ, 1700UK, 1700UL, 1700UM, 1700UN, 1700UO, 1700UP, 1700UQ, 1700UR, 1700US, 1700UT, 1700UU, 1700UV, 1700UW, 1700UX, 1700UY, 1700UZ, 1700VA, 1700VB, 1700VC, 1700VD, 1700VE, 1700VF, 1700VG, 1700VH, 1700VI, 1700VJ, 1700VK, 1700VL, 1700VM, 1700VN, 1700VO, 1700VP, 1700VQ, 1700VR, 1700VS, 1700VT, 1700VU, 1700VV, 1700VW, 1700VX, 1700VY, 1700VZ, 1700WA, 1700WB, 1700WC, 1700WD, 1700WE, 1700WF, 1700WG, 1700WH, 1700WI, 1700WJ, 1700WK, 1700WL, 1700WM, 1700WN, 1700WO, 1700WP, 1700WQ, 1700WR, 1700WS, 1700WT, 1700WU, 1700WV, 1700WW, 1700WX, 1700WY, 1700WZ, 1700XA, 1700XB, 1700XC, 1700XD, 1700XE, 1700XF, 1700XG, 1700XH, 1700XI, 1700XJ, 1700XK, 1700XL, 1700XM, 1700XN, 1700XO, 1700XP, 1700XQ, 1700XR, 1700XS, 1700XT, 1700XU, 1700XV, 1700XW, 1700XX, 1700XY, 1700XZ, 1700YA, 1700YB, 1700YC, 1700YD, 1700YE, 1700YF, 1700YG, 1700YH, 1700YI, 1700YJ, 1700YK, 1700YL, 1700YM, 1700YN, 1700YO, 1700YP, 1700YQ, 1700YR, 1700YS, 1700YT, 1700YU, 1700YV, 1700YW, 1700YX, 1700YY, 1700YZ, 1700ZA, 1700ZB, 1700ZC, 1700ZD, 1700ZE, 1700ZF, 1700ZG, 1700ZH, 1700ZI, 1700ZJ, 1700ZK, 1700ZL, 1700ZM, 1700ZN, 1700ZO, 1700ZP, 1700ZQ, 1700ZR, 1700ZS, 1700ZT, 1700ZU, 1700ZV, 1700ZW, 1700ZX, 1700ZY, 1700ZZ

1 year or major revision threatened	100
5 years	80
4 years	60
3 years	40
1 year	20
1 year or major revision threatened	10

**Receipt for Mortgage Tax**  
OFFICE OF COUNTY TREASURER  
PITTSBURG COUNTY OKLAHOMA

**Nº 14180**

McAlester, OK  
 7-11-80  
 1980  
 14  
 91  
 00/1100  
 DOLLARS

McAlester, OK

Test 14

91

[illegible]

**DEEIN Pittsburg County Treasurer**

TREAS/DEPUTY

Cash	_____	\$	_____
Check on _____ Bank	_____	\$	_____
Draft on _____ Bank	_____	\$	_____
Post Office Money Order	_____	\$	_____
Total Received	_____	\$	_____

98033924108

111. *Phlox pilularis* (L.) Rostk Schmidt  
 112. *Phlox pilularis* (L.) Rostk Schmidt  
 113. *Phlox pilularis* (L.) Rostk Schmidt  
 114. *Phlox pilularis* (L.) Rostk Schmidt  
 115. *Phlox pilularis* (L.) Rostk Schmidt  
 116. *Phlox pilularis* (L.) Rostk Schmidt  
 117. *Phlox pilularis* (L.) Rostk Schmidt  
 118. *Phlox pilularis* (L.) Rostk Schmidt  
 119. *Phlox pilularis* (L.) Rostk Schmidt  
 120. *Phlox pilularis* (L.) Rostk Schmidt



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

RQ-2

Chris Clark, Treasurer  
Walt Roberts For Congress  
P.O. Box 3301  
McAlester, OK 74502

JAN 5 1999

Identification Number: C00334219

Reference: Amended October Quarterly Report (8/27/98-9/30/98), dated 11/17/98

Dear Mr. Clark:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Your report discloses a contribution in the form of a loan from a corporation (pertinent portion attached). A contribution from a corporation is prohibited by the Act, unless it is made from a separate segregated fund established by the corporation. (2 U.S.C. §441b(a) and 11 CFR §103.3(b))

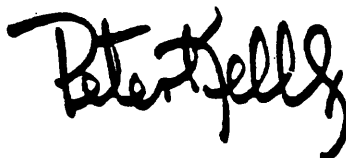
If the contribution(s) in question was not completely or correctly reported, you should amend your original report with the corrected information. If the contribution is from a corporation, you should refund the full amount to the donor and notify the Commission of such action. The refund must be made within thirty days of the treasurer becoming aware of the impermissibility of the contribution. (11 CFR §103.3(b)(2)) Copies of refund checks for the contribution(s) in question may be used to respond to this letter. The refund should be reported on a Schedule B supporting Line 20(a) of the report covering the period in which the refund is made. (11 CFR §104.8(d)(4))

Although the Commission may take further legal action, prompt action by you to refund the prohibited amount will be considered.

2025 RELEASE UNDER E.O. 14176

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 694-1130.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Kell, Jr.", with a stylized, cursive script.

Peter Kell, Jr.  
Branch Chief  
Reports Analysis Division

401

401-0000-0001



**SCHEDULE C-1**  
**Federal Election Commission**  
**Washington, D.C. 20463**Supplementary for Inform  
found on Page \_\_\_\_ of Schedule C**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

NAME OF COMMITTEE (IN FULL) <b>Walt Roberts for Congress</b>		FEC IDENTIFICATION NUMBER <b>C00334219</b>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <b>McAlester Industrial Credit Co., Inc 515 E Choctaw McAlester, OK 74501</b>		AMOUNT OF LOAN <b>50,000.00</b>	INTEREST RATE (APR) <b>11</b>
		DATE INCURRED OR ESTABLISHED <b>9-1-98</b>	DATE DUE <b>8-31-99</b>
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: _____; total outstanding balance: _____			
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <u>Lots 1 &amp; 6 &amp; East 49 feet of Lots 2 &amp; 5, Block 7, City of McAlester, Now Designated as North McAlester, Pittsburg County, Oklahoma</u> What is the value of this collateral? <u>\$50,000 worth</u>			
Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____ What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: <u>NA</u> Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.			
G. COMMITTEE TREASURER  TYPED NAME _____		SIGNATURE <u>[Signature]</u> DATE <u>11/11/98</u>	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE <u>[Signature]</u>		TITLE <u>President</u>	DATE <u>11/13/98</u>



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

RQ-3

January 28, 1999

Chris Clark, Treasurer  
Walt Roberts For Congress  
P.O. Box 3301  
McAlester, OK 74502

Identification Number: C00334219

Reference: Amended October Quarterly Report (8/27/98-9/30/98), dated 11/17/98

Dear Mr. Clark:

This letter is to inform you that as of January 27, 1999, the Commission has not received your response to our request for additional information, dated January 5, 1999. This notice requests information essential to full public disclosure of your federal election campaign finances. To ensure compliance with the provisions of the Federal Election Campaign Act (the Act), please respond to this request (copy enclosed).

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

If you should have any questions regarding this matter, please contact Tammy Pataluna on our toll-free number (800) 424-9530 or our local number (202) 694-1130.

Sincerely,

A handwritten signature in dark ink, appearing to read "John D. Gibson".

John D. Gibson  
Assistant Staff Director  
Reports Analysis Division

Enclosure

MEMORANDUM TO FILES:                      DATE: March 3, 1999

NAME OF COMMITTEE: Walt Roberts for Congress

SUBJECT: Prohibited Loan

FEC REP: Tammy Pataluna, Reports Analyst

COMMITTEE REP: Charlene<sup>1</sup>

---

I called committee representative Randy Compton (405)842-7977 at 10:15. He said he discontinued working with the campaign around May, 1998 due to problems with payment for services. In an effort to contact someone who was currently working with the campaign, I quoted another phone number which I found in the previous analyst's notes. Mr. Compton said that was the number for the campaign headquarters, but he thought it had been disconnected. He could not provide me with any other phone numbers.

I called the campaign headquarters at (918)423-9258. The number was disconnected.

I located another phone number for the Committee, (918)423-0421, and spoke to a former volunteer for the campaign named Charlene. She stated that the amendments were signed by Chris Clark, the treasurer, and would be "Federal Expressed" today, addressed to my attention. I asked Charlene who I should speak to in reference to current and future reports, and she stated I should call her.

---

<sup>1</sup> The committee representative declined to give her last name.

**G. MICHAEL BLESSINGTON, P.C.**  
**LAW OFFICES**  
4111 N. Lincoln Boulevard  
Oklahoma City, OK 73105

G. Michael Blessington  
Attorney at Law

RECEIVED  
FEDERAL ELECTION  
COMMISSION MAIL ROOM

MAR 5 2 05 PM '99

PH: (405) 524-2268  
FAX: (405) 525-3231

March 2, 1999

Mr. Peter Kell, Jr.  
Federal Election Commission  
Washington, D.C. 20463

RE: Walt Roberts for Congress  
Amended Report of 11-17-98

Dear Mr. Kell:

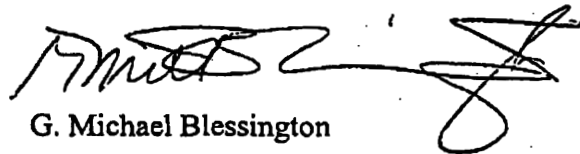
Your letter of January 5, 1999 has been forwarded to me to answer.

There is obviously some misunderstanding regarding the loan from McAlester Industrial Credit in the amount of \$50,000.00. This loan was never made to the Committee or to the campaign by the company.

Walt Robert made the loan personally and put up the security for that loan, a building he owned personally. Mr. Roberts, the candidate, then loaned the funds to the campaign.

In an effort to make a full and complete disclosure of all the pertinent facts to the Commission, he may have reported this incorrectly. If so, I'm sorry for the misunderstanding and any inconvenience it may have caused.

Very truly yours,



G. Michael Blessington

GMB/en

04-03-99

**SCHEDULE C**

(Revised 3/80)

**LOANS**

Attachment 6 28 / 30

Use sep page 2 of 3  
for each numbered lineFOR LINE NUMBER  
10**NAME OF COMMITTEE (in Full)**  
Walt Roberts for CongressFull Name, Mailing Address, and ZIP Code of Loan Source  
Mr. Walt Roberts  
PO Box 3301

McAlester

OK 74502

Election: ☐ Primary ☐ General ☒ Other (specify): Runoff

Original Amount of Loan

50000.00

Cumulative Payment  
to Date

0.00

Balance Outstanding  
at Close of This Period

50000.00

REF-ID: 1664

TERMS: Date incurred: 09/01/1998

Date Due: 8-31-99

Interest Rate(%) = 0

☐ SecuredFull Name, Mailing Address, and ZIP Code of Loan Source  
Mr. Walt Roberts  
PO Box 3301

McAlester

OK 74502

Election: ☒ Primary ☐ General ☐ Other (specify):

Original Amount of Loan

67500.00

Cumulative Payment  
to Date

0.00

Balance Outstanding  
at Close of This Period

67500.00

REF-ID: 1176

TERMS: Date incurred: 08/05/1998

Date Due: 12-31-98

Interest Rate(%) = 0

☐ SecuredFull Name, Mailing Address, and ZIP Code of Loan Source  
Mr. Walt Roberts  
PO Box 3301

McAlester

OK 74502

Election: ☐ Primary ☐ General ☒ Other (specify): Runoff

Original Amount of Loan

17000.00

Cumulative Payment  
to Date

0.00

Balance Outstanding  
at Close of This Period

17000.00

REF-ID: 1100

TERMS: Date incurred: 08/17/1998

Date Due: 12-31-98

Interest Rate(%) = 0

☐ SecuredFull Name, Mailing Address, and ZIP Code of Loan Source  
Mr. Walt Roberts  
PO Box 3301

McAlester

OK 74502

Election: ☐ Primary ☐ General ☒ Other (specify): Runoff

Original Amount of Loan

10000.00

Cumulative Payment  
to Date

0.00

Balance Outstanding  
at Close of This Period

10000.00

REF-ID: 1685

TERMS: Date incurred: 09/22/1998

Date Due: 12-31-98

Interest Rate(%) = 0

☐ Secured

SUBTOTALS This Period This Page (Optional) .....

TOTALS This Period (last page this line number only) .....

144500.00

Carry outstanding balance only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary

2010-08-15 15:13

**SCHEDULE A****ITEMIZED RECEIPTS**

Attachment 6

page 3 of 3

16 / 30

Use sep  
for each category of the  
Detailed Summary PageFOR LINE NUMBER  
13A

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

**NAME OF COMMITTEE (in Full)**  
**Walt Roberts for Congress**

<b>Full Name, Mailing Address, and ZIP Code</b> Mr. Walt Roberts PO Box 3301  McAlester OK 74502	<b>Name of Employer</b> Self	<b>Date (month, day, year)</b> 09/01/1998	<b>Amount of Each Receipt this Period</b> 50000.00
	<b>Occupation</b> Rancher/Auctioneer		
	<b>Receipt For:</b> <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Runoff	<b>Aggregate Year-to-Date</b> > \$ 144500.00	
<b>Full Name, Mailing Address, and ZIP Code</b> Mr. Walt Roberts PO Box 3301  McAlester OK 74502	<b>Name of Employer</b> Self	<b>Date (month, day, year)</b> 09/22/1998	<b>Amount of Each Receipt this Period</b> 10000.00
	<b>Occupation</b> Rancher/Auctioneer		
	<b>Receipt For:</b> <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Runoff	<b>Aggregate Year-to-Date</b> > \$ 144500.00	

**SUBTOTALS of Receipts This Page (Optional)** .....**TOTALS This Period (last page this line number only)** .....**60000.00**

MEMORANDUM TO FILES:                      DATE: March 5, 1999

NAME OF COMMITTEE: Walt Roberts for Congress

SUBJECT: Prohibited Loan

FEC REP: Tammy Pataluna, Reports Analyst

COMMITTEE REP: G. Michael Blessington

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I contacted G. Michael Blessington, legal representative for the committee, in reference to an amendment received today. I told him we needed to know if McAlester Industrial Credit, Inc. fit the definition of a permissible lending institution. I provided him with reference sites in the Code of Federal Regulations and referred him to the Campaign Guide for Congressional Candidates and Committees. I advised him that if we did not receive a response from the committee by March 12, 1999, the matter would be referred to the Office of General Counsel. I gave him my direct extension and my work schedule so he could reach me as soon as possible. He said he would try to comply.

MEMORANDUM TO FILES:                      DATE: March 11, 1999

NAME OF COMMITTEE: Walt Roberts for Congress

SUBJECT: Prohibited Loan

FEC REP: Tammy Pataluna, Reports Analyst

COMMITTEE REP: G. Michael Blessington

I contacted G. Michael Blessington. He stated he had been sick and thus unable to contact the candidate regarding the source of the loan in question. Mr. Blessington said he planned to visit the campaign office on March 15 and would research the matter at that time. He requested an extension until then.



MEMORANDUM TO FILES: DATE: March 16, 1999

NAME OF COMMITTEE: Walt Roberts for Congress

SUBJECT: Prohibited Loan

FEC REP: Tammy Pataluna, Reports Analyst

COMMITTEE REP: G. Michael Blessington

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I called G. Michael Blessington at (405)524-2268. He stated that the loan in question was not from a federally insured institution, adding that he thought the loan had been repaid. Mr. Blessington asked what action the committee should take if the loan had not been repaid. I told him that the loan was considered a prohibited contribution and the committee must repay the loan, possibly by obtaining a new loan from a permissible lending institution.

Mr. Blessington said the loan was from the candidate's personal funds since collateral was provided. I explained the definition of a personal funds loan.

Mr. Blessington stated that he was going out of town, but would try to contact the candidate and would call me when he returned on March 19, 1999. I told him that was agreeable, and that the deadline for referral was extended until March 19. I strongly encouraged him to contact me that day. He agreed.

MEMORANDUM TO FILES:

DATE: March 19, 1999

NAME OF COMMITTEE: Walt Roberts for Congress

SUBJECT: Prohibited Loan

FEC REP: Tammy Pataluna, Reports Analyst

COMMITTEE REP: G. Michael Blessington

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I contacted G. Michael Blessington. He said the committee was working on obtaining a loan from a permissible lending institution, adding that it may take a little time because the collateral will probably need to be appraised. He stated that he would contact me as soon as he has more information.

MEMORANDUM TO FILES:

DATE: June 16, 1999

NAME OF COMMITTEE: Walt Roberts for Congress

SUBJECT: Prohibited Loan

FEC REP: Tammy Pataluna, Reports Analyst

COMMITTEE REP: G. Michael Blessington

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I contacted G. Michael Blessington. He was unavailable, so I left a message for him to return my call.

MEMORANDUM TO FILES:                      DATE: June 18, 1999

NAME OF COMMITTEE: Walt Roberts for Congress

SUBJECT: Prohibited Loan

FEC REP: Tammy Pataluna, Reports Analyst

COMMITTEE REP: G. Michael Blessington

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After leaving a voice mail message for me on June 17, 1999, Mr. Blessington called again on June 18, 1999. He stated that the prohibited loan had been paid off with a new loan from a permissible lending institution. He added that he sent this information to the FEC soon after our March 19, 1999 conversation. When I asked if he had copies of the documents he sent, he said he would check and call back.

MEMORANDUM TO FILES:                      DATE: June 18, 1999

NAME OF COMMITTEE: Walt Roberts for Congress

SUBJECT: Prohibited Loan

FEC REP: Tammy Pataluna, Reports Analyst

COMMITTEE REP: G. Michael Blessington

---

Mr. Blessington called and stated that, according to his records, he sent the amended loan information to the FEC on March 31, 1999. He did not have the complete address for the FEC, and mailed the documents to "FEC, Washington, DC 20463." I provided him with the complete address for the FEC and he stated he would re-mail the documents, putting them in today's mail.

MAR. 31. 1999 5:03 PM STATE LAW FIRM 99034532828

Pay to the order of **WALT ROBERTS & MCALESTER INDUSTRIAL CREDIT**

**THE BANK N.A.**

McAlester, Okla., 74502

03/30/99

337576

THE SUM OF **50,000.00** DOLLARS

**CASHIER'S CHECK**

*Walter L. Roberts*

*Walter L. Roberts*

McAlester, Okla., 74502

03/30/99

337576

*Walter L. Roberts*

PAY TO THE ORDER OF MCALESTER INDUSTRIAL CREDIT

510 804 40 43

337576

**PROMISSORY NOTE AND SECURITY AGREEMENT - Commercial**

Attachment 14

page 2 of 5

EDITOR'S NAME AND ADDRESS <b>ROBERTS, WALTER L.</b> <b>P.O. BOX 1064</b> <b>MCALESTER, OK 74502</b>	NOTE NUMBER <b>26712</b>	DATE OF NOTE <b>03/30/99</b>	MATURITY DATE <b>07/28/99</b>	AMOUNT <b>\$50,035.00</b>
	CUSTOMER NUMBER <b>5708756</b>	<input checked="" type="checkbox"/> NEW LOAN		OFFICER <b>JMF/DG</b>
		<input type="checkbox"/> RENEWAL OF LOANS NUMBER		
	<input checked="" type="checkbox"/> FIXED INTEREST RATE OF <b>9.500</b> % PER ANNUM, INTEREST PAYABLE			
	<input type="checkbox"/> VARIABLE INTEREST RATE <b>2</b> ABOVE/BELOW			
	INITIAL RATE <b>SINCE INTEREST PAYABLE</b>			
COLLATERAL CATEGORIES: ASSIGNMENT OF 2ND MORTGAGE ON COMM. BUILDING AND LAND LOCATED AT 103 W. ASHLAND, MCALESTER, PITTSBURG COUNTY, OKLAHOMA FROM MCA. IND. CREDIT CORP.				SOCIAL SECURITY/TIN NUMBER

PAYMENT TERM <b>07/28/99</b>	Outstanding principal balance plus accrued interest is due and payable	REPAY LOAN TO <b>MCALESTER INDUSTRIAL CREDIT CORP.</b>
---------------------------------	--	---

**THE VALUE RECEIVED**, the undersigned Debtor, jointly and severally if more than one, agree to sign of this Note and Security Agreement and provide to pay to order of the Lender named below at its place of business or indicated herein or at such other place as may be designated by holder, the Principal Amount of this Note together with interest until maturity at per annum interest rate or rates stated above. If nothing above indicates that per annum interest rate is in any way changed made from time to time in base or prime rate of Lender or other financial institution, each change in rate will become effective without notice to Debtor on same date such base or prime rate is changed, unless a different effective date is specified in the writing above. The base or prime rate of Lender is determined by Lender in its sole discretion primarily on a basis of its cost of funds, is not necessarily the lowest or highest rate Lender is charging its customers, and is not necessarily a published rate. Interest on this Note is calculated on the dollar amount of days elapsed on a basis of a 365 day year unless otherwise indicated above. Acceleration by holder of a check, draft, cashiers check, certified check or other bank check or obligation are issued by Debtor as a payment does not act to suspend Debtor's obligations hereunder, including the approval of interest until such time has been paid.

**PAYMENTS NOT MADE WHEN DUE**. Any principal holder herein agreed has paid when due may bear interest at a rate of six percent (6%) per annum greater than the per annum interest rate prevailing on this Note at the time the unpaid amount became due, but in no event at a rate of less than fifteen percent (15%) per annum, in addition to or in the alternative to the interest rate provided for in this paragraph. Lender may assess a charge of ten dollars (\$10.00) times the number of days late to cover cost of past due notices and other expenses. In no event shall the interest rate and related charges either before or after maturity be greater than permitted by law.

**ACCELERATION**. At option of holder, the unpaid balance of this Note and all other obligations of Debtor to holder, whether direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand upon the occurrence or existence of an event or condition listed on the reverse side hereof or on Event of Default.

**ALL PARTIES ARE PRINCIPALS**. All parties liable for payment hereunder shall each be regarded as principal and each party agrees that any party herein with approval of holder and without notice to other parties may from time to time assign this Note or contract to one or more assignees or delegates. Liability shall be for any term or terms, and all parties shall be liable in the same manner as an original and all parties liable for payment hereunder waive prepayment, notice of discharge and protest and consent to partial payments, substitution or release of collateral and to addition or release of any party or guarantor.

**ADVANCEMENTS AND PAYMENTS**. It is agreed that the sum of all advances under this Note may exceed the Principal Amount as shown above, but the unpaid balance shall never exceed said Principal Amount. Advances and payments on Note shall be recorded on records of Lender and such records shall be prima facie evidence of such advances, payments and unpaid principal balance. Subsequent advances and the payments described herein shall not be interpreted as granting a continuing line of credit for the Principal Amount. Lender reserves the right to apply any payment by Debtor, or the account of Debtor, toward the Note or any other obligation of Debtor to Lender.

**WAIVERS**. No waiver by holder of any payment or other right under this Note or any related agreement or documentation shall operate as a waiver of any other payment or right.

**GOVERNING LAW**. This Note and Agreement and the obligations evidenced hereby are to be construed and governed by the laws of the state indicated in the address of Lender shown below.

**COLLECTION COSTS**. All parties liable for payment hereunder agree to pay costs of collection including an attorney's fee of a minimum of 15% of off sums due upon default.

**ENTIRE AGREEMENT**. All parties acknowledge that this Note and related documents contain the complete and entire agreement between Debtor and Lender and on variation, modification, changes or amendments to this Note or related documents shall be binding unless in writing and signed by all parties. No legal relationship is created by the execution of this Note and related documents except that of debt and creditor as set forth in writing.

**SECURITY AGREEMENT AND COLLATERAL**

**FOR VALUE RECEIVED**, the undersigned Debtor grant to Lender named herein a security interest in the "Collateral". The Collateral includes the property described below, all additions, accretions and substitutions thereon and therefor, and all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith, and all other property hereafter acquired. The Collateral also includes the proceeds and products of the Collateral and all money and property owned by Debtor which hereafter may be produced or controlled by Debtor, whether by pledge, deposit or otherwise.

**FAIR PRODUCTS**. If Collateral includes farm products, whether crops, livestock or otherwise, Debtor agrees to immediately furnish to Lender a list of buyers to whom Debtor may sell such farm products and to the commission merchants or selling agents through whom Debtor may sell farm products, and to furnish immediately to Lender the proceeds of such sales prior to dealing with any buyer, or commission merchant, or selling agent whose name has not previously been provided to Lender. If the Collateral

includes livestock, the Collateral also includes all natural increases thereof, including conceived or unborn young and all feed, hay and grain, owned by Debtor(s), all water privileges, all equipment used in the feeding and handling of the livestock, and all of Debtor's right, title and interest in or to contracts and leases governing land for pasture and grazing. If the Collateral includes crops, the Collateral also includes annual and perennial crops and products thereof now growing or hereafter planted, and is purchased by any governmental entity as a part of any program participated in or any agreement made by Debtor which provides for such payments become Debtor plants or grows, or receives from planting, growing crops, including but not limited to, USDA/CCC deficiency and diversion payments of cash or PLS or commodity certificates, COT's and rental payments.

In the event the Collateral includes crops and/or livestock, the Collateral shall also include all accessory contract rights and general obligations which are related to the agricultural and/or livestock operations of Debtor.

**ASSIGNMENT OF 2ND MORTGAGE ON LOTS 1 AND 6 AND THE EASTERLY 49 FEET OF LOT 2 AND 5, IN BLOCK 7, IN THE CITY OF MCALESTER AND IN THAT PART OF SAID CITY NOW KNOWN AND DESIGNATED AS NORTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA NOW HELD BY MCALESTER INDUSTRIAL CREDIT CORPORATION.**

If the Collateral is crops, minerals or timber, or if the Collateral is to be so affixed to real property as to become a part thereof, this legal description of the real property and the record owners thereof is

**COPY**

LOCATION OF COLLATERAL Collateral located in <b>PITTSBURG, OKLAHOMA</b> County of <b>OK</b>	USE OF COLLATERAL Collateral or proceeds will be used primarily for: <b>Business</b>	OWNERSHIP OF COLLATERAL Collateral is: <input type="checkbox"/> Being acquired with loan proceeds
--	---	--

☒ Other address: 103 W. ASHLAND

☐ Address shown above

☐ Business

☐ Agriculture

☐ Being acquired with loan

☐ Now owned by Debtor
Attachment 14  
page 3 of 5

**OBIGATIONS OF DEBTOR SECURED BY THIS AGREEMENT.** The security interest herein granted and all other security interests heretofore or hereafter granted to Lender by Debtor and other securing documentation are given to secure all obligations of Debtor to Lender including: A. The performance of all of the agreements, covenants and warranties of the Debtor as set forth in this Agreement and other securing documentation; B. All liabilities of Debtor to Lender of every kind and description: (1) all loans advanced, (2) both direct and indirect liabilities, (3) liabilities due or to become due and due on demand or contingent, and (4) liabilities now existing or hereafter arising and however evidenced; C. All extensions and renewals of liabilities for any term or terms; D. All interest due or to become due on the liabilities of Debtor to Lender; E. All expenditures by Lender for taxes and insurance on, repairs to and maintenance of Collateral; F. All expenditures by Lender involving the performance or enforcement of any agreement or warranty provided for by this or any other agreement between the parties; and G. All costs, attorneys' fees, and other expenditures of Lender in the collection and enforcement of any obligation or liability of Debtor to Lender and in the collection and enforcement of or realization upon any of the Collateral.

**LENDER NAME AND ADDRESS****DEBTOR(S) SIGNATURE(S)**

THE BANK N.A.  
MAIN BRANCH  
P.O. BOX 1067  
MCALISTER, OK 74502

(Undersigned Debtor) agree to terms of this Note and Security Agreement and to additional provisions on reverse side hereof, acknowledge receipt of a complete copy, and affirm that the proceeds of this loan are to be used primarily for a personal, family or household purpose.

WALTER L. ROBERTS

By: JOHN M. FREEMAN/DG, PRESIDENT

Form 63 T18 J (1/78) 263 Day

**ADDITIONAL PROVISIONS ON REVERSE SIDE**

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11-04-403-0



(ORDER BY NUMBER)

This Space Reserved for Filing Stamp

# Assignment of Mortgage of Real Estate

(Corporation Form)

FOR VALUE

RECEIVED, McAlester Industrial Credit Co. dba

Latimer County Industrial Credit Co.

a corporation, does hereby assign, transfer and set over, without recourse in any event,

to Bank NA

of McAlester, Oklahoma

and its future assigns all its right, title and interest in and to one certain real estate mortgage, the promissory note, debts and claims thereby secured, and the lands and tenements therein described,

to-wit: One certain mortgage executed by Walt Roberts

to said McAlester Industrial Credit Co. dba  
Latimer County Industrial Credit Co.

on the 1st day of September, 19 98, and secured upon the following described real estate situate in Pittsburg County, State of Oklahoma:

Lots 1 and 6 and East 49 feet of Lots 2 and 5  
Block 7, City of McAlester, now designated as  
North McAlester, Pittsburg County, Oklahoma

COPY

3072

which mortgage is duly recorded in Mortgage Record No. 973, at Page 223

in the office of the County Clerk of Pittsburg County, State of Oklahoma.

In Witness whereof W.H. Layden, President

has caused these presents to be signed by its (x) X President, and its corporate seal to be affixed

this 30th day of March, 19 98

Attest:

Joe Layden  
Joe Layden

Secretary

By W.H. Layden  
W.H. Layden President

STATE OF OKLAHOMA  
COUNTY OF Pittsburg

SS:

CORPORATION ACKNOWLEDGMENT  
Oklahoma Form

Before me, the undersigned, a Notary Public, in and for said County and State on this 30th day of March, 19 99, personally appeared W.H. Layden to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires 6-29-99

Vicky Greenberg Notary Public

24-001-100